

## ARGUMENT

1. The Office Action rejected claims 15 and 16 under 35 USC 102(b) as being anticipated by Tentler 6,125,833. Applicant respectfully traverses this rejection.

A single prior art reference anticipates a claimed invention only if it discloses each and every claim element.<sup>1</sup>

As to claim 15, Tentler does not disclose a padded layer adapted to lie adjacent to the archer's skin and a substantially non-stretchable layer overlaying said padded layer over substantially all of the padded layer.

The Examiner identifies layer 42 as a padded layer, layer 20 as a non-stretchable layer overlaying the padded layer, and layer 21 as a third layer.

However, examination of Fig. 3 shows that the layer 20, not the layer 42, lies adjacent to the skin. See Col. 3 lines 52-66. Thus, the layer 20 does not overlay the layer 42. In fact, Fig. 3 shows layer 20 and layer 42 to be the same item according to the leadlines.

As to claim 16, Tentler does not disclose a third layer coupled with said substantially non-stretchable layer. The third layer 21 is coupled with a layer 27, which is described as a "cushion insert." Col. 4 lines 1-3. It does not couple with the layer 20.

Claims 15 and 16 are therefore allowable.

2. The Office Action rejected claims 18-19 as being anticipated by Summers '841. Applicant respectfully traverses the rejection.

Applicant respectfully traverses the rejection.

A single prior art reference anticipates a claimed invention only if it discloses each and every claim element.<sup>2</sup>

As to claim 18, Applicant cannot find where Summers discloses a strap for a bow string release comprising a first end of said strap, a second end of said strap, said first end and said second end in a semi-closed relationship.

---

<sup>1</sup> *Structural Rubber Prod. Co. v. Park Rubber Co.*, 749 F.2d 707, 223 USPQ 1264 (Fed. Cir. 1984)

<sup>2</sup> *Structural Rubber Prod. Co. v. Park Rubber Co.*, 749 F.2d 707, 223 USPQ 1264 (Fed. Cir. 1984)

Applicants are free to be their own lexicographers and use terms in a manner other than their ordinary meaning, as long as the special definition is clearly stated in the patent specification or file history.<sup>3</sup>

Applicant defines "semi-closed relationship" at page 6, lines 9-13, as follows:

Referring now to Fig. 3, the strap 12 is shown in a semi-open position. In this position, the archer has initially placed his wrist into the strap 12, but has not yet coupled the receiver pin 46 into any one of the holes 40...

Under this definition, Summers does not disclose a semi-closed relationship, because placing the pin into the middle hole of the buckle (as the Office Action suggests) contradicts the definition of "semi-closed." Without placing the pin into one of the holes of the buckle, the strap of Summers cannot be maintained in a semi-closed position.

Applicant directs the Examiner to the Office Action of July 15, 2005 in which the Examiner made the same rejection; to the Amendment and Response of October 11, 2005, in which Applicant presented the same argument as above; and to the Office Action of January 11, 2006, in which the disputed claim was allowed. The Examiner may not reject a claim once it has been allowed over the same prior art and the same rejection. See. MPEP § 706.04.


Claims 18-19 are allowable.

For the above reasons, Applicant requests allowance of all claims.

The Director is authorized to charge any fee deficiency required by this paper or credit any overpayment to Deposit Account No. 02-3732.

Respectfully submitted,

Dated: 18 May 07

By:   
Gerald E. Helget (Reg. No. 30,948)  
Nelson R. Capes (Reg. No. 37,106)  
BRIGGS AND MORGAN, P.A.  
2200 IDS Center, 80 South Eighth Street  
Minneapolis, MN 55402  
Telephone: (612) 977-8480

GEH:NRC:lms

---

<sup>3</sup> Vitronics Corp. v. Conceptronics, Inc., 90 F.3d 1576, 39 USPQ2d 1573 (Fed. Cir. 1996)